

JPA / ECS File No.: 05-134  
AG Contract No.: KR06-0308TRN  
Project: Master Electrical Maintenance  
Section: Various Locations  
TRACS No.: MAINTAGR  
Budget Source Item No.: n/a

**MASTER ELECTRICAL MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
YAVAPAI COUNTY

**THIS AGREEMENT** is entered into this date June 06, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the YAVAPAI COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

**I. RECITALS**

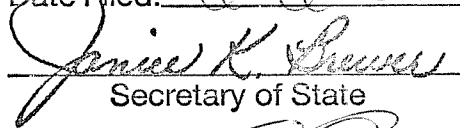
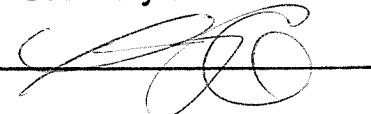
1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. The State and the County agree to enter into a Maintenance Agreement for the traffic signal and roadway lighting located at various intersections for the safety and benefit of the traveling public. The State shall be responsible for the routine maintenance of the traffic signal, lighting hardware, ancillary equipment, and intersection pavement markings. The County will be responsible for obtaining the electrical power to operate the signal and lighting, collectively hereinafter referred to as the "Project". As future traffic signals and roadway lighting improvements are installed at additional intersections, these locations will be added by mutual consent to "Exhibit A," attached hereto and made a part hereof, by an amendment to this Agreement.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 28258  
Filed with the Secretary of State  
Date Filed: 10-10-06  
  
Secretary of State  
By: 

**II. SCOPE OF WORK**

## 1. The State shall:

a. Provide routine operation and maintenance to the traffic signal, lighting hardware, ancillary equipment, and intersection pavement markings, upon completion of construction, all at State expense.

## 2. The County shall:

a. Be responsible for obtaining the electrical power to operate the traffic signal and lighting, upon completion of construction, all at County expense.

b. Grant the State the right of entry access outside the State's right-of-way as required to perform routine/emergency maintenance work for the traffic signal, lighting hardware, ancillary equipment, and intersection pavement markings.

## 3. It is understood and agreed by both Parties that:

a. Future installation of traffic signals and roadway lighting at various intersections with State highways and County roads shall require an amendment to add additional locations to Exhibit A of this Agreement.

**III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effective and are incorporated herein. However, it is understood and agreed that, in the event the County fails to budget or provide for electrical power, as set forth in this Agreement, the State shall in no way be obligated to be responsible for the electrical power to the traffic signal and lighting. Either party may cancel this Agreement at any time prior to commencement of construction of the traffic signal and intersection improvements upon a thirty (30) day notice to the other party.

2. The State assumes no financial obligation or liability whether under this Agreement for any resulting construction project, other than the maintenance obligations specifically set forth in this Agreement. It is understood and agreed that the State's participation is confined solely to that set forth under this Agreement.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
(602) 712-7344  
(602) 712-7424 Fax

Yavapai County  
Attn: Mike Willett  
1100 Commerce Drive  
Prescott, Arizona 86305  
928-777-7521  
928-771-3167 Fax

8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".


9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised as a result of termination under this paragraph.

10. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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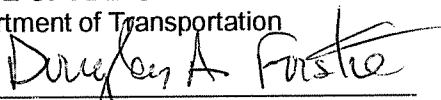
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**YAVAPAI COUNTY**

By   
THOMAS THURMAN  
Chairman, Board of Supervisors

**STATE OF ARIZONA**

Department of Transportation

By   
DOUGLAS A. FORSTIE, P.E.  
Deputy State Engineer, Operations

ATTEST:

By   
BEV STADDON  
Clerk of the Board

## **EXHIBIT A**

### **LOCATIONS OF SIGNALIZED INTERSECTIONS OF STATE ROUTES WITH YAVAPAI COUNTY ROADS**


1. US93 and Vulture Mine Road

**ATTORNEY APPROVAL FORM FOR YAVAPAI COUNTY**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and YAVAPAI COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Yavapai County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 17<sup>th</sup> day of April, 2006.

  
Yavapai County Attorney



OFFICE OF THE

## ***PUBLIC WORKS DEPARTMENT***

*Road Division   Engineering Division   Solid Waste Division   Emergency Management*  
*1100 Commerce Drive*  
*Prescott, Arizona 86305*  
*Phone (928) 771-3183*  
*FAX (928) 771-3167*

*Phil Bourdon*  
Director

May 15, 2006

Ms. Gail Chimel  
Engineering Consultants Section  
Arizona Department of Transportation  
205 South 17<sup>th</sup> Avenue - Mail Drop 616E  
Phoenix, Arizona 85007

Re:    IGA JPA 05-134  
      AG Contract No.: KR06-0308TRN  
      Project: Master Electrical Maintenance  
      Section: Various Locations

Dear Gail:

Please find enclosed, three signed Intergovernmental Agreements for the above referenced project. Also attached is an original of the Certified Copy of Entry in Official Minutes of the Yavapai County Board of Supervisors approving this item.

Please return a fully executed agreement upon completion.

Please contact me if you have any questions.

Sincerely,

Laura E. Bunn  
Administrative Aide

Enclosure

cc.    Phil Bourdon, Public Works Director  
      Mike Willett, Assistant Public Works Director - Engineering

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES  
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY            )  
                                      ) ss.  
ARIZONA                    )

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: May 1, 2006.

The entry in the said minutes:

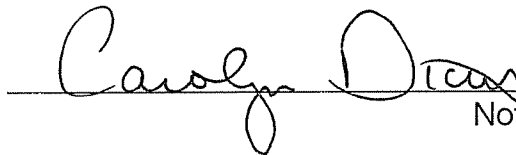
- A3.     Permission to enter into a standardized intergovernmental agreement with ADOT for "Master Electrical Maintenance" for traffic signals and roadway lighting. If approved, approval is also requested to enter into this agreement for the signal at the intersection of U.S. 93 and Vulture Mine Road (Wickenburg area). Cost of \$1,500 to be paid from HURF. Phil Bourdon, Public Works Director. Approved by unanimous vote. Motion by Supervisor Davis, second by Supervisor Springer. No comments from the public.



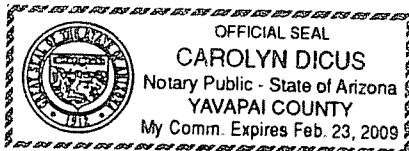
Bev Staddon, Clerk


**SUBSCRIBED AND SWORN** to before me may 15, 2006.

My Commission Expires:



Notary Public



<p>TERRY GODDARD Attorney General</p>	<p> <b>OFFICE OF THE ATTORNEY GENERAL</b> STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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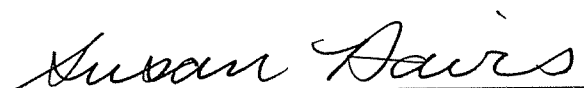
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR06-0308TRN (**JPA 05-134**), a Master Electrical Maintenance Agreement between public agencies, i.e., The State of Arizona and Yavapai County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 30, 2006

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:962763  
Attachment